

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

CR8 MEDICAL, LLC and ADVANCED )  
MEDICAL DESIGNS, INC., )  
) CASE No.  
Plaintiffs, )  
) )  
v. )  
) )  
LEYTON ASSETS CORP., ALCO )  
GROUP ADVANCED, INC., ALBERTO )  
SURIJON, and LUIS MORATO, )  
) )  
Defendants. )  
)

## COMPLAINT FOR DAMAGES

**COME NOW** Plaintiffs CR8 Medical, LLC (“CR8”) and Advanced Medical Designs, Inc. (“AMD”), by and through the undersigned counsel, and filed this Complaint for Damages against the Defendants and show the Court as follows.

1.

Plaintiff CR8 Medical, LLC is a limited liability company created and existing under the laws of the State of Georgia, with its principal place of business in Georgia.

2.

AMD is a corporation created and existing under the laws of the State of Georgia, with its principal place of business in Georgia.

3.

Leyton Assets Corporation (“Leyton”) is a foreign corporation incorporated under the laws of the British Virgin Islands with its principal place of business in the Dominican Republic.

4.

Alco Group Advanced, Inc. (“Alco”) is a corporation created and existing under the laws of the State of Florida, with its principal place of business in Florida.

5.

Alberto Surjon is an officer and/or director of Alco and is believed to be a resident of the State of Florida.

6.

Luis Morato is an officer and/or director of Leyton and is believed to be a citizen and resident of the Dominican Republic.

7.

Each of the Plaintiffs is considered a citizen of the State of Georgia.

8.

None of the Defendants is considered a citizen of the State of Georgia.

9.

Since there is complete diversity of citizenship and the amount in controversy exceeds \$600,000, this Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

10.

Venue is proper in this Division of this Court because each of the Plaintiffs reside in Cobb County, Georgia.

11.

On or about March 20, 2021, CR8 and Leyton entered into a written contract. A true and correct copy of the contract is attached hereto as Exhibit 1.

12.

Pursuant to the contract CR8, by and through AMD, wired \$600,000 directly to Alberto Surijon with Alco, sometime in March 2020.

13.

Leyton and Alco were supposed to use the \$600,000 as collateral to obtain a \$5 million line of credit (“LOC”) within sixty banking days.

14.

Between March of 2020 and May of 2021, CR8 inquired constantly about the status of the LOC, and each time, Leyton, by and through Luis Morato, promised that the LOC was about to be awarded.

15.

Pursuant to ¶ 2(G) of the contract, if the \$5 million LOC was not awarded, Leyton promised to reimburse the \$600,000.

16.

On August 2, 2021, after 15 months of unsuccessful attempts to get the LOC awarded, CR8 formally withdrew from the contract and request the return of the \$600,000

17.

Subsequent to CR8's withdrawal on August 2<sup>nd</sup>, Leyton acknowledged it owed the money and made no less than nine separate written promises to return the \$600,000.

(a) August 6, 2021

As informed yesterday, we confirmed wire instructions yesterday early morning. Wire was placed given funds were deducted from our account. I still haven't received copy of the receipt from the bank. As soon as I get it I will forward to you. I'm sorry if wire credit into your account before I manage to get that receipt.

(b) August 9, 2021

Your wire should be credited today. It was sent Thursday [Aug 5<sup>th</sup>]

(c) August 13, 2021

Sender called me today in the morning and in conference we called the bank. spoke with the bank official, while on the phone she checked the status. Funds were deducted but the wire was still shown at the system as pending. It was internally verified by the bank and they called back the sender to inform the reason why it was in hold.

(d) August 16, 2021

Funds are your way [sic] and were being unblocked by sender.

(e) August 17, 2021

We spoke with the lady at the bank and figured the issue. When he got the incoming wire from India credited to his account he placed using his on line banking your wire. He never got the confirmation receipt because it was blocked at his account. So on Friday he submitted to his bank the contract justifying the whole income he got from India. Given it was afternoon already just yesterday file was handed to the AML guys in the bank for the release of the funds including your wire.

(f) August 19, 2021

As everyone is aware, our intention is to settle this reimbursement and finalize this situation in good terms as soon as possible. Trying to expedite this reimbursement, as we had some cash available with our diesel supplier for West Africa constructions, we requested him to wire directly from Frankfurt to Tony's account. . . . So as of today at this time, what we're doing is trying to set up for next week a new wire from one of our own accounts . . .

(g) August 27, 2021

The \$600,000 will be ready for transfer next week.

(h) September 2, 2021

I talked to Luis and Alejandro the return of the funds will be done on September 20th - 25th.

(i) September 3, 2021

For that reason, we commit [sic] hereby to wire [ ] in or about Monday September 20<sup>th</sup>, 2021 the full amount of US 600,000 as reimbursement.

18.

After two months of empty promises, CR8 gave Leyton a firm deadline of September 24, 2021 to make the payment. As such, Defendant Leyton is in material breach of the contract.

19.

The \$600,000 in funds were transferred to Defendant Alco in care of Defendant Alberto Surijon. The money was supposed to be held as collateral for the LOC and returned to Plaintiffs if the LOC was not awarded. Since the LOC was not awarded, Plaintiffs have received no benefit from the \$600,000. Since the \$600,000 has not been returned to Plaintiffs, Defendants' Alco and Surijon have been unjustly enriched by improperly retaining money that they have no legal right to withhold.

20.

Defendant Morato conspired with Defendants Alco and Surijon to obtain the \$600,000 from Plaintiffs, and then withhold it from Plaintiffs. As such he is legally liable for conspiracy and unjust enrichment as well.

21.

Defendants have acted in bad faith in the underlying transaction by failing to secure the LOC and by failing to return the \$600,000 that Defendants admit is required by the contract. Therefore Plaintiffs are entitled to recover their costs of litigation, including attorney's fees, pursuant to O.C.G.A. § 13-6-11.

WHEREFORE Plaintiffs respectfully request a trial by jury.

Submitted this 27<sup>th</sup> day of September, 2021.



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Thomas G. Tidwell  
Georgia Bar No. 712110  
THE TIDWELL LAW FIRM, LLC  
400 Galleria Parkway, Suite 1500  
Atlanta, Georgia, 30339  
EMAIL: [TOM@TIDWELL-LAW.COM](mailto:TOM@TIDWELL-LAW.COM)  
(404) 551-4352

COUNSEL FOR PLAINTIFFS